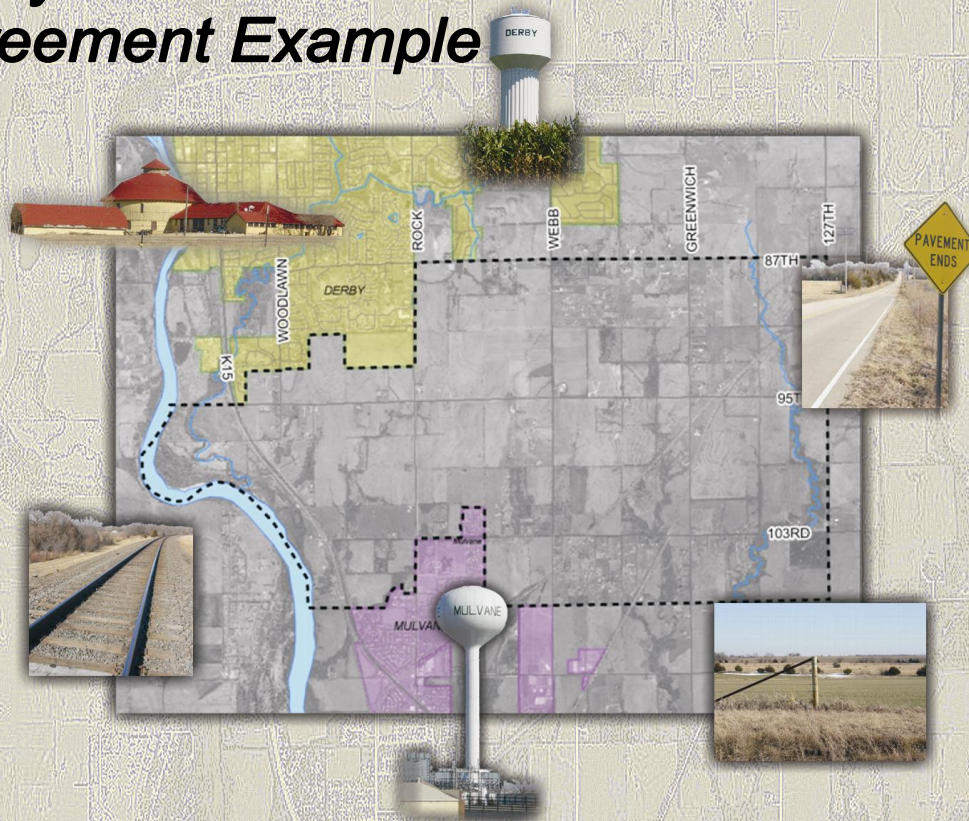


DERBY-MULVANE JOINT AREA PLAN

APPENDIX E: *Derby Mulvane Agreement Example*

2010-2030



June 2010



Description

It is recommended that the Derby and Mulvane city councils endorse the following draft written agreement identifying future municipal boundaries for a limited duration of time.

DRAFT

ANNEXATION BOUNDARY AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered into this ____ day of _____, 2010, by and between the City of Mulvane, Kansas (“Mulvane”) and the City of Derby, Kansas (“Derby”)

WHEREAS, Mulvane and Derby are both cities of the second class, located in Sedgwick County, Kansas; and

WHEREAS, Mulvane and Derby recognize the need and benefit to establishing an annexation boundary between the two cities consistent with their ability to provide municipal water and sewer service and other municipal services to areas within said annexation boundary.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the logical, agreeable and reasonable annexation boundary would be at 95th Street South from Woodlawn east to 127th Street East.

THEREFORE, pursuant to K.S.A. § 12-2901 *et seq.*, as amended:

1. The term of this Agreement shall be for a period of five (5) years from and after the date of approval by the Kansas Attorney General.
2. Each city hereby grants the other a license to use the public roadways within the corporate limits of said city, if such roadway is immediately adjacent and common to the boundaries of the other city, for the limited purpose of providing a necessary service (including the installation and location of public utilities) to property adjacent to such roadway. Each city intending to use such a roadway shall provide the other with at least thirty (30) days prior written notice of (i) its intent to use such a common public roadway (as described in this paragraph), (ii) the nature of such service being provided, and (iii) the exact location of any service to be located thereon. The right to use a common public roadway under this paragraph shall survive the termination of this Agreement, but only as to any utilities or service installed during the term of the Agreement and any necessary maintenance or repair thereto or replacement thereof.

3. In the event either city is requested to annex or intends to provide any services beyond the annexation boundary set forth herein, notice of such request shall be promptly provided to the other city. The cities shall enter into good faith discussions regarding whether such request should be granted and may consider, among other things, the costs, timing, and feasibility of providing services by each city, taking into consideration the costs and benefits to the property owner, as well as the best interests of the respective cities.
4. No separate organization, legal or administrative entity, administrator or joint board shall be necessary under this Agreement. The City Manager of Derby shall be responsible for administering the notices and agreements on Derby's part herein contained. The City Administrator of Mulvane shall be responsible for administering the notices and agreements on Mulvane's part herein contained.
5. No real or personal property shall be acquired, held or disposed of jointly pursuant to the terms of this Agreement.
6. Prior to the expiration of the term, this Agreement may only be terminated or amended by a written instrument authorized, approved and signed by both parties.
7. If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or the constitution, any statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

DRAFT

DRAFT

CITY OF MULVANE, KANSAS

Jim Ford, Mayor

ATTEST:

Patty Gerwick, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2010, before me, a Notary Public, in and for the County and State aforesaid, came James P. Ford and Patty Gerwick, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, a municipal corporation ("Mulvane"), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of Mulvane.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Notary Public

My Appointment Expires:

DRAFT

CITY OF DERBY, KANSAS

Dion Avello, Mayor

Jean Epperson, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of _____, 2010, before me, a Notary Public, in and for the County and State aforesaid, came Dion Avello and Jean Epperson, Mayor and City Clerk, respectively, of the City of Derby, Kansas, a municipal corporation ("Derby"), personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of Derby.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Notary Public

My Appointment Expires:

APPROVED:

KANSAS ATTORNEY GENERAL
